

COMMISSION OF THE EUROPEAN COMMUNITIES

COM(77) 89 final.

Brussels, 14 March 1977.

RECOMMENDATION FROM THE COMMISSION TO THE COUNCIL

concerning the signature of an agreement on fisheries between
the Government of Sweden and the European Economic Community

COM(77) 89 final.

RECOMMENDATION CONCERNING THE SIGNATURE OF AN AGREEMENT ON FISHERIES BETWEEN
THE GOVERNMENT OF SWEDEN AND THE EUROPEAN ECONOMIC COMMUNITY.

(Submitted to the Council by the Commission)

1. On 3rd November 1976, the Council authorized the Commission to enter into negotiations with Sweden concerning a fisheries agreement.
2. Both delegations indicated their agreement on 4th March 1977, ad referendum, to the text, which was drawn up in English. The text comprises an agreement on fisheries between the Government of Sweden and the European Economic Community.
3. The Commission recommends that the Community approve the result of these negotiations and implement the procedure for signature of an Agreement.
4. The provisions of the Negotiating Directives of the Council have been satisfied as to the nature and contents of the Agreement. It provides an arrangement involving reciprocal fishing rights, each Party granting access to fishing vessels of the other Party to fish within its area of fisheries jurisdiction (Article 1).
5. Both Parties have taken account of the fact that a part of the living resources of certain areas of their respective fishery zones consist of highly interrelated stocks. Total allowable catches for individual stocks, or complexes of stocks, will be determined annually by each Party. After consultations, fishing possibilities will be agreed upon in their respective zones with a view to achieving a satisfactory balance considering, inter alia, habitual catch levels and the need to minimise difficulties for both parties where fishing possibilities would be reduced. The full exercise of fishing rights under the Agreement are not to be jeopardised by the nature of the measures taken to regulate fisheries (Article 2).
6. The Agreement provides that the competent authority of each Party will issue licences for the regulation of fishing in its area of fisheries jurisdiction (Article 3). In recognition of both parties' common desire to ensure the conservation and rational management of fish stocks, fishing vessels of one Party will comply with the conservation measures established by the other Party when fishing within that Party's area of fisheries jurisdiction (Article 4). Further, cooperation in this regard will be undertaken between

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both parties to harmonise fishery regulations relating to stocks within their areas of fishery jurisdiction and to stocks of common interest in the areas beyond and adjacent to those areas (Article 6). Each Party will be responsible within its area of fisheries jurisdiction to ensure that the provisions of the Agreement are complied with by the vessels of other Party (Article 5).

7. Should a dispute arise concerning the agreement, it will be the subject of consultations between the Parties. It will be the subject of arbitration where no settlement is reached and where it is claimed that one Party has manifestly failed to comply with specified provisions of the agreement, provided that sovereign rights are not called into question. In the latter case, a three-member arbitral tribunal will be set up within two months of the initial request, consisting of one member appointed by each Party and a third member appointed by the two Parties, a national of a third State. If such arrangements are not followed, either Party may invite the President of the International Court of Justice to make the necessary appointments. The tribunal, whose decisions are binding, will be reached by a majority of votes (Article 7).
8. Nothing in the Agreement prejudices existing agreements between the two Parties (Article 8) nor the views of either Party to any question relating to the Law of the Sea (Article 9). A standard territorial clause is included in Article 10.
9. Pending the conclusion of the Agreement by both Parties, it will be applied provisionally from the date of signature. Once concluded it will last for an initial period of ten years. Notice of termination is to be given at least nine months before the expiry of that period : if no notice is given, the Agreement will remain in force for additional periods of six years thereafter (Article 12).
10. The Agreement will be re-examined upon the conclusion of the negotiations on a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea (Article 13).

11. Owing to the reasons already laid out in the Calendar - the urgent Swedish request for further consultations on fishery matters and the arrival of the Swedish Minister of Commerce on 21st March - it is important that the Council should give its approval to signature at the next meeting (15th March).

The Commission therefore recommends :

- that the Council should take steps in accordance with its usual practice in order to inform the European Parliament;
- that at its next session the Council should :
 - decide to proceed to signature of the Agreement, and
 - authorize its President to designate the persons empowered to sign the Agreement, subject to conclusion.

Commission Recommendation to the Council

Signature of an Agreement on fisheries between
the Government of Sweden
and
the European Economic Community

DRAFT AGREEMENT ON FISHERIES BETWEEN

THE GOVERNMENT OF SWEDEN AND THE

EUROPEAN ECONOMIC COMMUNITY

The Government of Sweden and the European Economic Community
(hereinafter referred to as the Community) :

recalling the close relations between the Community and
Sweden;

considering their common desire to ensure the conservation and
rational management of the fish stocks of the waters adjacent to their
coasts;

noting that the extension of the fishery zones of certain coastal
states in the Atlantic region may cause a transfer of fishing effort
which might adversely affect the state of these resources;

recognising that in these circumstances the coastal states in the
area have a primary interest to assure by appropriate measures the
conservation and rational management of the living resources;

taking into account the work of the Third United Nations Conference
on the Law of the Sea;

affirming that the extension by coastal states of their areas of
jurisdiction over the living resources, and the exercise within these
areas of sovereign rights for the purpose of exploring, exploiting,
conserving and managing these resources, should be conducted pursuant
to and in accordance with principles of international law;

having regard to the fact that the Community has agreed that the li-
mits of the fishery zones of its Member States (hereinafter referred to as
the area of fisheries jurisdiction of the Community) shall extend up to
200 nautical miles, fishing within these limits being subject to the
common fishery policy of the Community.

desirous of establishing the terms and conditions pertaining to fisheries of mutual concern :

have agreed as follows :

Article 1

Each Party shall grant access to fishing vessels of the other Party to fish within its area of fisheries jurisdiction in accordance with the provisions set forth below.

Article 2

1. Each Party shall, as appropriate, determine annually for its area of fisheries jurisdiction, subject to adjustment when necessary to meet unforeseen circumstances, and on the basis of the need for rational management of the living resources,

(a) the total allowable catch for individual stocks or complexes of stocks, taking into account the best scientific evidence available to it, the interdependence of stocks, the work of appropriate international organisations and other relevant factors;

(b) after appropriate consultations, allotments for fishing vessels of the other Party and the areas within which these allotments may be fished. The two Parties shall have as their aim the realisation of a satisfactory balance between their fishing possibilities in maritime areas of mutual interest, taking into account, as a matter of priority, the mutual interests in the areas bordering on both Parties. In determining these fishing possibilities, each Party shall take into account :

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(i) the need to minimise difficulties for the Party whose fishing possibilities might be reduced in the course of the establishment of the balance referred to above;

(ii) all other relevant factors.

2. The measures to regulate fisheries taken by each Party shall not be of such a nature as to jeopardise the full exercise of the fishing rights allocated under the Agreement.

Article 3

Each Party may require that fishing in its area of fisheries jurisdiction by fishing vessels of the other Party shall be subject to licence. The competent authority of each Party shall, as appropriate, communicate in due time to the other Party the name, registration number, and other relevant particulars of the fishing vessels which shall be eligible to fish within the area of fisheries jurisdiction of the other Party. The second Party shall thereupon issue such licences in a manner commensurate with the possibilities for fishing granted under the provisions of Article 2 1.(b).

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Article 4

Fishing vessels of one Party shall, when fishing within the area of fisheries jurisdiction of the other Party, comply with the conservation measures and supervisory measures and other provisions governing fishing activities in that area. Appropriate advance notice shall be given of any new measures, conditions or provisions.

Article 5

1. Each Party shall take all necessary measures to ensure compliance with the provisions of this Agreement and other relevant regulations by its vessels.
2. Each Party may take within its area of fisheries jurisdiction such measures, in conformity with international law, as may be necessary to ensure compliance with the provisions of this Agreement by vessels of the other Party.

Article 6

The Parties undertake to co-operate to ensure proper management and conservation of the living resources of the sea, and to facilitate the necessary scientific research in this respect, in particular with regard to

- (a) stocks occurring within the areas of fisheries jurisdiction of both Parties, with a view to achieving, as far as practicable, harmonization of measures for the regulation of fisheries in respect of such stocks;
- (b) stocks of common interest occurring within the areas of fisheries jurisdiction of both Parties and in the areas beyond and adjacent to those areas.

Article 7

1. The Parties agree to consult on questions relating to the implementation and proper functioning of this Agreement.
2. In the event of a dispute concerning the interpretation or application of this Agreement such a dispute shall be the subject of consultations between the Parties.

If no settlement is reached following such consultations, and where it is claimed that a party has manifestly failed to comply with specified provisions or conditions established by the present Agreement, the dispute shall be the subject of arbitration under the conditions laid down in Annex I, provided that sovereign rights for the purpose of exploring, exploiting, conserving and managing living resources within their fishery zones shall not be called in question.

Article 8

This Agreement shall be without prejudice to other existing agreements between the two Parties or to existing agreements concerning fishing by vessels of one Party within the area of fisheries jurisdiction of the other Party.

Article 9

Nothing contained in the present Agreement shall affect or prejudice in any manner the views of either Party with respect to any question relating to the Law of the Sea.

Article 10

This Agreement shall apply, on the one hand, to the territories in which the Treaty establishing the European Economic Community is applied and under the conditions laid down in that Treaty and, on the other hand, to the territory of Sweden.

Article 11

This Agreement shall enter into force on the date on which the Parties notify each other of the completion of the procedures necessary for this purpose. Pending its entry into force it shall be applied provisionally from the date of signature.

Article 12

This Agreement shall remain in force for an initial period of ten years after the date of its entry into force. In the event of the Agreement not being terminated by either Party through notice of termination given at least nine months before the expiry of that period, it shall remain in force for additional periods of six years duration thereafter, provided that notice of termination has not been given at least nine months before the expiry of any such period.

Article 13

The Parties agree to examine this Agreement upon the conclusion of the negotiations for a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

Done at _____, on _____, in duplicate in the Danish, Dutch, English, French, German, Italian and Swedish languages, each of these texts being equally authentic.

For the Council of the
European Communities

For the Government of Sweden.

1. Within two months from the date on which either Party has formally requested that a dispute be submitted to arbitration in accordance with article 7, paragraph 2, of the Agreement, each Party shall appoint one member of the arbitral tribunal and these two members shall, within three months from the same date, agree upon a national of a third State as third member to be appointed by the two Parties.

2. The Party requesting arbitration shall, at the time of treating the request, submit a statement of its claim and the grounds on which such claim is based.

3. If the periods specified in paragraph 1 have not been observed, either Party may, in the absence of any other relevant arrangement, invite the President of the International Court of Justice to make the necessary appointments. If the President is a national of either Party or if he is otherwise prevented from discharging the said function, the Vice-President should make the necessary appointments. If the Vice-President is a national of either Party or if he, too, is prevented from discharging the said function, the Member of the Court next in seniority who is not a national of either Party should make the necessary appointments.

4. The arbitral tribunal shall, on the basis of the present Agreement and of other rules of international law, reach its decisions by a majority of votes. Such decisions shall be binding. Although the cost of the arbitral tribunal shall normally be borne in equal parts by both Parties, the arbitral tribunal is empowered to rule otherwise concerning costs. In all other respects, the arbitral tribunal shall determine its own organisation and procedure.
